

EXHIBIT G-1
REQUEST FOR PROPOSAL (RFP) FOR ARCHITECTS EXHIBIT

REQUEST FOR PROPOSAL:

1. (NAME OF JURISDICTION OR ORGANIZATION) (sponsor) is soliciting competitive sealed proposals from qualified architects and architectural firms to provide architectural services outlined in the **SCOPE OF SERVICES SECTION** of this request.

2. **OBJECTIVE AND BACKGROUND:**

The sponsor intends to design and construct a (BRIEF PROJECT DESCRIPTION) .

3. **SCOPE OF SERVICES:**

The sponsor is requesting full architectural services for the programming, design, cost estimating, preparation of construction documents, reproduction costs, bidding, bid evaluation, construction administration, final inspection, and project acceptance. In summary the sponsor is desirous that the successful architect/firm provide a full range of professional services, exclusive of soils test and special inspections, to assist it in the successful completion of the project. Unless noted by the architect, the sponsor will assume that all costs to accomplish these goals are included in the **RFP**.

4. **COMPENSATION FOR SERVICES (FEE):**

The sponsor intends to enter into a professional services contract with the successful architect/firm. Compensation for the services rendered, is to be based upon a time expended basis with an agreed maximum not to exceed value.

NOTE: The selection of the successful architect/firm will not be based solely on the fee as required in 5.a. ix.

5. **EVALUATION CRITERIA AND SELECTION PROCEDURES:**

a. Evaluation Criteria:

Selection of the successful architect/firm will be based upon a matrix giving a predetermined value to each of the submissions required in this section. The architect is requested to provide responses to the following:

- i. The name of the project architect/firm, and the managing principal if applicable.
- ii. The architect/firm address of principal place of business.
- iii. The size of the architect's/firm's staff and current work load.
- iv. A record of previous relevant experience in the design and initial development (BRIEF DESCRIPTION OF SCOPE) .
- v. A list of references including names, addresses, and phone numbers of no more than 8 individuals or organizations familiar with the architect/firm performance.
- vi. If an architectural firm, identification and role of key individuals in the architectural team and/or its consultants.

- vii. A brief response to each of the other aspects of the project as outlined in the owner's preliminary project requirements.
 - viii. An approximate schedule for completion of requested services.
 - viii. An approximation of the number hours, the related costs to perform the services required by this RFP, and the applicable hourly rates or multiplier for the base rates of individuals employed on the project.
- a. Selection Procedures:
- i. The sponsor's selection committee will consist of the (#) member board of directors, the project manager, and legal counsel.
 - ii. The sponsor will review all architect/firm submissions and utilizing a matrix of pre-determined, weighted values for each of the required items, select the (3) architects/firms receiving the highest scores in the evaluation process.
 - iii. The (3) architects/firms receiving the highest score will be invited to participate in an interview with the selection committee. The architects/firms are requested to limit the number of participants in the interview to the project architect and/or one principal of the firm. (Date, time, and location of the interview are yet to be determined.)
 - iv. Following the interviews, the selection committee will, again utilizing a matrix of pre determined values, designate the two architects/firms receiving the highest scores as the primary and secondary architects/firms.
 - v. The sponsor will then enter into negotiations with the primary architect/firm to establish the value of compensation and other relevant issues.
 - vi. In the event the sponsor is not able to negotiate a mutually acceptable contract with the primary architect/firm, it reserves the right to terminate negotiations and then undertake negotiations with the secondary architect/firm.

6. **GENERAL CONDITIONS FOR PROPOSALS:**

- a. Failure to read the Request for Proposal and comply with its instructions will be at the architect's/firm's own risk.
- b. All prices and notations must be printed in ink or typewritten. Errors may be crossed out and corrections printed in ink or typewritten. adjacent to the corrected error. All corrections must be initialed in ink by person signing the proposal.
- c. Corrections or modifications received after the closing time in this RFP will not be accepted.
- d. The proposal must be signed by a designated firm representative or officer who is authorized

to bind the architect/firm contractually. Submission of a signed proposal to the sponsor will be interpreted to indicate the architect's/firm's willingness to comply with all terms and conditions set forth herein.

7. **PROPOSAL SUBMISSION:**

- a. Proposals must be delivered to the office of the project manager at (NAME, ADDRESS, ZIP) on or before (TIME OF DAY) on (DAY, DATE, YEAR). **PROPOSALS RECEIVED AFTER (TIME) WILL BE PLACED IN THE FILE UNOPENED AND WILL NOT BE CONSIDERED. THERE WILL BE NO EXCEPTIONS.**
- b. Proposals must be submitted in a sealed envelope clearly bearing the name of the architect/firm, address, and title of the project.
- c. The applicant must submit (NUMBER TO CORRESPOND WITH MEMBERS SERVING ON THE SELECTION COMMITTEE) copies of the complete proposal.

8. **AWARD:**

The sponsor reserves the right to reject all proposals. The sponsor also reserves the right to waive any irregularity, informality, or technicality in the proposals in its best interest, and is not obligated to award a contract based upon the lowest priced submission. If terms cannot be mutually agreed upon, the sponsor will enter into negotiations with the secondary architect/firm.

9. **WRITTEN AGREEMENT:**

The successful architect/firm will be required to enter into a written agreement with the sponsor in a form acceptable to the sponsor.

10. **OMISSIONS:**

Should the RFP not contain sufficient information for the applicant to obtain a clear understanding of the services required by the sponsor, or should it appear that the instructions outline in the RFP are not clear or contradictory, then the architect/firm may obtain written clarification from the project manager at least 24 hours prior to the required time and date for proposal submission. The architect/firm shall include a copy of the written clarification with its submission.

11. **EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAM:**

The successful applicant must covenant and agree to abide by the Federal and State regulations pertaining to Equal Employment as set forth in **EXECUTIVE ORDERS 11246, 11375, 11625, and 41 CFR Part 60-4, Section III of the Housing and Urban Development Act of 1968 (12 USC 170u), as amended and HUD Regulations at 24 CFR Part 135.** In addition, the successful architect/firm must comply with the complete list of Federal Compliance Requirements as set forth on Page 23 of the **Utah Community Development Block Grant Program, Final Statement 1995-96.**

In summary, these regulations require project participants not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age disability, or national origin and project participants will take appropriate measures to employ minority owned businesses. A copy of all noted regulations can be obtained from the sponsor. Also, the sponsor will make every effort to ensure that all offerors are treated fairly and equally throughout the entire advertisement, review, and

selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.

The successful architect/firm must comply with all applicable CDBG and regulatory requirements in the performance of services outlined herein.

12. **ADDITIONAL INFORMATION:**

For additional information regarding the services specified in this request for proposal, contact the project manager (NAME, ADDRESS, ZIP, PHONE & FAX NO'S.).

13. **COST OF DEVELOPING PROPOSALS:**

All costs related to the preparation of the proposals and any related activities are the sole responsibility of the applicant. The sponsor assumes no liability for any costs incurred by offerors throughout the entire selection process.

14. **PROPOSAL OWNERSHIP:**

All proposals, including attachments, supplementary materials, rendering, sketches addenda, etc. shall become upon submission, the property of the sponsor, and will not be returned to the applicant.

15. **NON-COLLUSION:**

The architect/firm guarantees that the proposal submitted is not a product of collusion with any other offeror and no effort has been made to fix the proposal price of any offeror or to fix any overhead, profit, of cost estimate of any proposal or its price.

AD EXHIBIT FOR ARCHITECTS

Notice of Request for Proposals:

The (SPONSOR NAME) will accept proposals from qualified architects or architectural firms for the design of a (PROJECT NAME) that will include (DESCRIBE FEATURES).

Copies of the RFP are available at the office of the project manager, (NAME, ADDRESS, ETC., PHONE & FAX NO'S.).

Proposals will be received at the project manager's office up until (TIME) on (DAY & DATE).

The design and construction phases are funded in part by a Department of Housing and Community Development Block Grant. The successful awardee will be responsible for compliance with all applicable Federal and State requirements.

EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

EXHIBIT G-2
REQUEST FOR PROPOSAL (RFP) EXHIBIT

REQUEST FOR PROPOSAL:

1. **Anytown CITY** (sponsor) is soliciting competitive sealed proposals from qualified civil engineers and/or engineering firms (architects/firms) which have **five (5) years or more experience** in providing civil engineering services as outlined in the **SCOPE OF SERVICES SECTION** of this request.

2. **OBJECTIVE AND BACKGROUND:**

Periodically, the sponsor intends to design and construct a number of municipal related construction projects, i.e. water and sewer systems, street improvements including curb, gutter, and sidewalks, as well as a variety of other construction projects which require state licensed professional engineering services.

3. **SCOPE OF SERVICES:**

The sponsor is requesting municipal engineering services for the programming, design, cost estimating, preparation of construction documents, reproduction costs, bidding, bid evaluation, construction administration, final inspection, and project acceptance. In summary, the sponsor is desirous that the successful engineer/firm provide a full range of professional services to assist it in the successful completion of a variety of municipal public works projects.

4. **COMPENSATION FOR SERVICES (FEE):**

The sponsor intends to enter into a professional services contract **covering a five year period involving annual reviews** with the successful engineer/firm. Compensation for the services rendered, will be based upon a time expended basis with an agreed maximum not to exceed value.

5. **EVALUATION CRITERIA AND SELECTION PROCEDURES:**

- a. Evaluation Criteria:

Selection of the successful engineer/firm will be based upon a matrix giving a predetermined value to each of the submissions required in this section. The engineer/firm is requested to provide responses to the following:

- i. The name of the project engineer/firm, and the managing principal if applicable.
 - ii. The engineer/firm address of principal place of business.
 - iii. The size of the engineer's/firm's staff and current work load.
 - iv. A record of previous relevant experience in the design and initial development of municipal public works projects.

- v. A list of references including names, addresses, and phone numbers of no more than 8 individuals or organizations familiar with the engineer's/firm's performance.
- vi. If a civil engineering firm, identification and role of key individuals in the engineering team and/or its consultants.
- a. Selection Procedures:
 - i. The sponsor will review all engineer/firm submissions utilizing a matrix of pre-determined, weighted values for each of the required items, select the (3) engineer/firms receiving the highest scores in the evaluation process.
 - ii. The (3) engineer/firms receiving the highest score will be invited to participate in an interview with the sponsor. The engineer/firms are requested to limit the number of participants in the interview to a project engineer and/or one principal of the firm. (Date, time, and location of the interview are yet to be determined.)
 - iii. Following the interviews, the selection committee will, again utilizing a matrix of pre-determined values, designate the engineer/firm receiving the highest score.
 - iv. The sponsor will then enter into negotiations with the engineer/firm to establish the value of compensation and other relevant issues.
 - v. In the event the sponsor is not able to negotiate a mutually acceptable contract with the successful engineer/firm, it reserves the right to terminate negotiations and then undertake negotiations with one of the other engineers/firms.

6. **GENERAL CONDITIONS FOR PROPOSALS:**

- a. Failure to read the Request for Proposal and comply with its instructions will be at the engineer's/firm's own risk.
- b. Corrections and/or modifications received after the closing time specified in this RFP will not be accepted.
- c. The proposal must be signed by a designated firm representative or officer who is authorized to bind the engineer/firm contractually. Submission of a signed proposal to the sponsor will be interpreted to indicate the engineer's/firm's willingness to comply with all terms and conditions set forth herein.

7. **PROPOSAL SUBMISSION:**

- a. Proposals must be delivered to the **Anytown City Clerk** at (ADDRESS, ZIP) on or before (TIME OF DAY) on (DAY, DATE, YEAR). **PROPOSALS RECEIVED AFTER (TIME) WILL BE PLACED IN THE FILE UNOPENED AND WILL NOT BE CONSIDERED. THERE WILL BE NO EXCEPTIONS.**
- b. Proposals must be submitted in a sealed envelope clearly bearing the name of the engineer/firm, and address.

- c. The applicant must submit (NUMBER TO CORRESPOND WITH WHOMEVER SERVES ON THE SELECTION COMMITTEE) copies of the complete proposal⁸. **AWARD:**

The sponsor reserves the right to reject all proposals. The sponsor also reserves the right to waive any irregularity, informality, or technicality in the proposals in sponsor's best interest, and is not obligated to award a contract based upon the lowest priced submission. If terms cannot be mutually agreed upon, the sponsor will enter into negotiations with another engineer/firm.

9. **WRITTEN AGREEMENT:**

The successful engineer/firm will be required to enter into a written agreement with the sponsor in a form acceptable to the sponsor.

10. **OMISSIONS:**

Should the RFP not contain sufficient information in order for the engineer/firm to obtain a clear understanding of the services required by the sponsor, or should it appear that the instructions outlined in the RFP are not clear or contradictory, then the engineer/firm may obtain written clarification from the sponsor at least 24 hours prior to the required time and date for proposal submission. The engineer/firm shall include a copy of the written clarification with its submission.

11. **EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAM:**

The successful engineer/firm must covenant and agree to abide by the Federal and State regulations pertaining to Equal Employment as set forth in **EXECUTIVE ORDERS 11246, 11375, 11625, and 41 CFR Part 60-4, Section III of the Housing and Urban Development Act of 1968 (12 USC 170u), as amended and HUD Regulations at 24 CFR Part 135.**

In summary, these regulations require project participants not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin and project participants will take appropriate measures to employ minority owned businesses. A copy of all noted regulations can be obtained from the sponsor. Also, the sponsor will make every effort to ensure that all bidder are treated fairly and equally throughout the entire advertisement, review, and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.

When applicable, the successful engineer/firm must comply with all applicable the Federal Housing and Urban Development Community Development Block Grant provisions and regulatory requirements in the performance of services outlined herein.

12. **ADDITIONAL INFORMATION:**

For additional information regarding the services specified in this request for proposal, contact the **Town Clerk** (ADDRESS, ZIP, PHONE & FAX NO'S.).

13. **COST OF DEVELOPING PROPOSALS:**

All costs related to the preparation of the proposals and any related activities are the sole responsibility of the engineer/firm. The sponsor assumes no liability for any costs incurred by bidders throughout the entire selection process.

14. **PROPOSAL OWNERSHIP:**

All proposals, including attachments, supplementary materials, rendering, sketches addenda, etc. shall become upon submission, the property of the sponsor, and will not be returned to the submitting engineer/firm.

15. **NON-COLLUSION:**

The engineer/firm guarantees that the proposal submitted is not a product of collusion with any other bidder and no effort has been made to fix the proposal price of any bidder or to fix any overhead, profit, of cost estimate of any proposal or its price.

AD EXHIBIT

Notice of Request for Proposals:

Anytown City will accept proposals from qualified civil engineers or engineering firms with in excess of five years experience in designing and implementing a number of municipal related construction projects, i.e. water and sewer systems, street improvements including curb, gutter, and sidewalks, as well as a variety of other construction related projects which require state licensed professional engineering services.

Copies of the RFP are available at the office of the City Clerk, (ADDRESS, ETC., PHONE & FAX NO'S.).

Proposals will be received at the City Clerk's office up until (TIME) on (DAY & DATE).

From time to time, projects will be funded in whole or in part by the Federal Department of Housing and Community Development. The successful awardee will be responsible for compliance with all applicable Federal and State requirements.

EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

EXHIBIT G3

Invitation to Bid

The City of West Nowhere invites bids for remodeling of the city toilets to meet federal requirements for flush volume. The toilets are located at the West Nowhere City Park on 100 East 2000 South, West Nowhere, Utah 84000.

The work includes removal of the old toilets and replacing with new low volume flush models per the construction specifications. Plumbing, flooring and other adjunct facilities should be included as part of the proposal.

This project is funded in whole or in part by a grant through the Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program. The contractor will be required to comply with all federal labor standards and attendant laws, including the payment of the most current Davis-Bacon wages and compliance with Section 3 to provide employment opportunities for lower income persons and small businesses. Local, minority and woman owned business owners are encouraged to bid. The lowest responsible bidder will be selected.

Bidding documents and specifications may be obtained from the office of zoning and planning located in the city building at 1 Main Center Street, West Nowhere, Utah 84000, beginning 10 September 2002, at 9:00 am.

Sealed bids will be received at the office of West Nowhere City, 1 Main Center Street, Utah 84000 on or before 10 October 2002 at 5:00 pm. Bids will be publicly opened and read at the city council meeting of the West Nowhere city council to commence at 6:00 pm on 10 October 2002 in the city council chamber.

Bid bond must accompany each bid to be considered.

City of West Nowhere is an Equal Employment Opportunity Employer

Exhibit G4
General Wage Decision

General Decision Number UT010009

Superseded General Decision No. UT000009

State: Utah

Construction Type: Heavy

County(ies):

BEAVER	IRON	SEVIER
CARBON	JUAB	UINTAH
DAGGETT	KANE	WASHINGTON
EMERY	PIUTE	WAYNE
GARFIELD	SAN JUAN	
GRAND	SANPETE	

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date	
0		2/19/1999
1		2/19/1999
2		9/10/1999
3		10/8/1999
UT990009 - 1	10/08/1999	

County(ies):

BEAVER	IRON	SEVIER
CARBON	JUAB	UINTAH
DAGGETT	KANE	WASHINGTON
EMERY	PIUTE	WAYNE
GARFIELD	SAN JUAN	GRAND
SANPETE		

BOILO182B 04/01/1999

	Rates	Fringes
BOILERMAKERS	19.27	6.86
CARPO722B 01/01/1999		
MILLWRIGHTS	15.85	2.90
* IRON0027G08/01/1999		
IRONWORKERS		
STRUCTURAL	17.65	4.31
SUUT2007A 03/01/1999		
CARPENTERS	10.81	
CEMENT MASONS	11.52	
ELECTRICIANS	14.52	
IRONWORKERS:		
REINFORCING	11.00	

LABORERS (INCLUDING PIPELAYERS)	7.65	1.60
PIPEFITTERS	12.60	
POWER EQUIPMENT OPERATORS		
BACKHOES	10.00	
CRANES	10.43	
DOZERS	13.10	
GRADERS	12.67	
LOADERS	11.26	
SCRAPERS	10.00	
TRACKHOES	10.00	
TRACTORS	9.42	
TRUCK DRIVERS	9.42	
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.		

Unlisted classifications need for work not included within

The scope of the classification listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5 (a) (1) (ii)).

END OF GENERAL DECISION UT99009 - 3

10/8/1999

EXHIBIT G5

CONTRACTOR ELIGIBILITY/NOTICE TO PROCEED

March 2, 1999

Mr. Jim Bowe
CDBG Coordinator
100 South Main Street
Utopia, Utah 84000

RE: 1999 CDBG Contract #99-0000 Contractor Approval

Dear Mr. Towne:

This is in response to your phone request for a determination of contractor eligibility. I have reviewed the Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs as of December 10, 1998, published by the U. S. General Services Administration, and find that the following party does not appear in those lists:

XYZ Construction Company

As a result of this determination, you are authorized to proceed in contracting with the above named party.

If there are any questions, please contact me at 538-8732.

EXHIBIT G6

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development - Form 4010

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All labors and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis Bacon Act on behalf of labors or mechanics are considered wages paid to such laborers or mechanics, subject to the provision of 29 CFR-5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such labors and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(a) Any class of labors or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met.

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the labors and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration; U.S. Department of Labor, Washington, D.C. 20210. The administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise

HUD or its designee or will notify HUD or its designee within the 30 day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.).

(c) In the event the contractor, the labors or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30 days period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or a program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all labors and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has

been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii)(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall be set out accurately and completely all of the information required to be maintained under 29 CFR part 5.5(a)(3)(I). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance" signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(I) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3.(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may after written notice to the contractor, sponsor applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. (i) Apprentices and Trainees, Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio

permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provided for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses 29 in CFR Part 5.5

7. Contracts termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis Bacon and Related Act Requirements. All rulings and interpretations of the Davis Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of ... influencing in any way the action of such Administration ... makes, utters or publishes any statement, knowing the same to be false ... shall be fined not more than \$5,000 or imprisoned not more than two years or both".

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid

wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. **(1)** No laborer or mechanic shall be required to work in surroundings or under work conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation. **(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). **(3)** The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

EXHIBIT G7
DOCUMENTATION OF ATTEMPTS MADE TO MEET THE GOAL
REFER TO SECTION 3, SUBPART C, 135.60 GOOD FAITH EFFORTS

LIST OF MINORITY CONTRACTORS/SUBCONTRACTORS

The following is a list of minority contractors/subcontractors identified/notified to bid on a CDBG contract by grantees who must comply with Section 3:

CONTRACTORS	ADDRESS	NOTIFIED WHEN/HOW

COMPLETE AND SUBMIT WEEKLY ON THE FIRST OF EACH WEEK THAT THE
SUBCONTRACTORS ARE ACTIVELY EMPLOYED IN THE ACTUAL
CONSTRUCTION PROJECT. THE REPORT COVERS THE PREVIOUS WEEK. IF
NONE, STATE NONE.

GENERAL CONTRACTOR

WEEKLY REPORT OF SUBCONTRACTORS ON JOB SITE						
PROJECT NAME:	WEEK ENDING:					
FIRM NAME	MON.	TUES.	WED.	THURS.	FRI.	SAT.

EXHIBIT G8

Pre-Construction Conference Agenda/Minutes

Date: _____

Place: _____

Attendees:

Representing:

Phone:

___ Davis Bacon Wages; must be included in contract or specifications and posted on job site

___ Fringe Benefits

___ Work Safety Standards Act Hours and O.T.

___ Posting of Poster on job site

___ No Apprentices

___ New Classification

___ Subcontractors

___ Payroll Forms

___ Errors/Disputes

___ Interviews

___ E E O E; posted on job site and included in contract and job advertisements

___ Sec. 3 Compliance (when applicable)

___ Bid Documentation

___ Engineer's RFP

EXHIBIT G9

NAME OF CONTRACTOR OR SUBCONTRACTOR										ADDRESS:										
PAYROLL NO.			WEEK ENDING			PROJECT AND LOCATION														
(1) NAME, ADDRESS of EMPLOYEE	# OF WITH-	WORK CLASSIF	S or O									TOTAL HOURS	RATE OF PAY STATE	GROSS AMT EARNED FEDERAL	OTHER	DEDUCTIONS				NET WAGES PAID
																FICA	WITHHOLDING	OTHER	T T L	

Date _____

1. _____, _____
(Name of signatory party) (Title)

do hereby state

(1) That I pay or supervise the payment of the persons employed by
_____ on the _____;
(Contractor or Subcontractor) (Building or work)

that during the payroll period commencing on the _____ day of _____,
200__, and ending the _____ day of _____, 200__ all persons employed on
said project have been paid the full weekly wages earned, that no rebates have been or will be
made either directly or indirectly to or on behalf of said

_____ from the full weekly
(Contractor or Subcontractor)

wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in
Regulations, part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland
Act, as amended (48 Stat. 94B, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and
described below:

(2) That any payrolls otherwise under this contract required to be submitted for
the above period are correct and complete; that the wage rates for laborers or
mechanics contained therein are no less than the applicable wage rates contained
in any wage determination Incorporated into the contract; that the classifications
set forth therein for each laborer or mechanic conform with the work he
performed.

(3) That any apprentices employed in the above period are duly registered in a
bona fide apprenticeship program registered with a State apprenticeship agency
recognized by the Bureau of Apprenticeship and Training, United States
Department of Labor, or if no such recognized agency exists in a State, are
registered with the Bureau of Apprenticeship and Training, United States
Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS,
OR PROGRAMS

☐ -- In addition to the basic hourly wage rates paid to each laborer or mechanic

listed in the above referenced payroll, payments of fringe benefits as listed in
the contract have been or ill be made to appropriate programs for the benefit
of such employees, except as noted in Section 4(c) below.

WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ -- Each laborer or mechanic listed in the above referenced payroll has been
paid, as indicated on the payroll, an amount not less than the sum of the
applicable basic hourly wage rate plus the amount of the required fringe
benefits as listed in the contract, except as noted in Section 4(c) below.

(b) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS	

NAME AND TITLE	SIGNATURE
THE WILFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

U.S. GOVERNMENT PRINTING OFFICE : 1985 0 - 475-249

EXHIBIT G10

You are being interviewed by a representative of _____ City / County on a project funded by the U.S. Department of Housing and Urban Development (HUD). Information collected will be reviewed by HUD authorized officials to ensure contractor compliance with federal labor laws and regulations. All information you give is deemed confidential and as such cannot be disclosed to your employer or to others without your written permission. Disclosure of employee statements is governed by the provisions of the Freedom of Information Act and the Privacy Act of 1974.

RECORD OF EMPLOYEE INTERVIEW FORM LABOR STANDARDS	
PROJECT NAME:	
CONTRACTOR OR SUBCONTRACTOR (EMPLOYER):	
1. NAME OF EMPLOYEE:	
2. HOME ADDRESS	PHONE:
3. LAST DATE YOU WORKED ON PROJECT BEFORE TODAY:	NUMBER OF HOURS WORKED ON PROJECT ON THAT DATE:
4. YOUR HOURLY PAY RATE:	
5. YOUR JOB CLASSIFICATION: APPRENTICE YES [] NO []	
6. YOUR DUTIES:	
7. TOOLS OR EQUIPMENT USED:	
8. PAID AT LEAST TIME AND ONE-HALF FOR ALL HOURS WORKED IN EXCESS OF 40 HOURS IN A WEEK? YES [] NO [] N/A []	
9. EVER THREATENED, INTIMIDATED, OR COERCED INTO GIVING UP ANY PART OR YOUR PAY? YES [] NO []	
10. DUTIES OBSERVED BY INTERVIEWER	
CONFORM TO CLASSIFICATION YES [] NO []	
11. REMARKS (CONTINUE ON REVERSE IF NECESSARY)	
12. SIGNATURE OF INTERVIEWER	DATE OF INTERVIEW:
PAYROLL EXAMINATION	
13. REMARKS (CONTINUED ON REVERSE IF NECESSARY)	
14. SIGNATURE OF PAYROLL EXAMINER	DATE OF EXAMINATION

EXHIBIT G11

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON D.C. AREA OFFICE, REGION III
UNIVERSAL NORTH BUILDING
1875 CONNECTICUT AVENUE NW
WASHINGTON, D.C. 20009

March 2, 2002

Abelson and Johnson, General Contractors
715 North Charles
High Point, Utah 84 200

Dear Mr. Johnson:

Please take immediate steps to correct the payroll submitted by your contractor, Barton Electric. The deficiencies described on the attached list must be corrected within 30 days.

As General Contractor for this project, you are responsible for making sure revised payrolls are . . .

- Corrected promptly
- Reviewed by you (or another officer of the firm) before they are sent

If you have questions or concerns, please phone me at 202-752-5728. Please remember: prompt correction of deficiencies is essential. HUD can, if necessary, withhold payment of mortgage proceeds until the deficiencies are corrected.

Sincerely,

Joe Utah